

**OBJECTION TO SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS In
U.S. Navy. SEALS 1-26 v. Biden, 4:22-cv-01236-O (N.D. Tex.)**

To: United States District Court for the Northern District of Texas
From: Angelopoulos, Brianne G., former LT, USN

As a class member, I object to the fairness, reasonableness, and adequacy of this Settlement Agreement for the following reasons:

The repair of harms is not adequate because it only forces the Navy to correct limited administrative records which fails to restore the harms that fall outside this limited definition or the harms done to those class members no longer in the service.

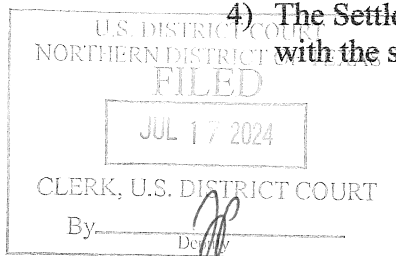
The settlement does not adequately compensate class attorneys, who were forced to litigate with an incredibly limited budget against the significant resources of the federal government who weaponized citizens' (including class members') tax dollars against them.

The Settlement does not compensate class members in any way whatsoever, despite many class members enduring significant financial, mental health, and medical expenses as a result of defendants actions.

Finally, the Settlement does not deter the Navy from engaging in similar unlawful practices in the future because 1) the remedial actions the Navy is directed to take are completely symbolic and 2) the Settlement Agreement does not hold accountable those Navy leaders who are most responsible for violating the Religious Freedom Restoration Act and the First Amendment of the Constitution.

The defendants actions in violating the rights of class members had an individualized impact and therefore must be remedied by individualized relief and compensation. I do not consent to this settlement and will object unless the following six conditions are added to the Settlement Agreement.

- 1) Full backpay must be provided automatically (i.e. without their having to request it), for all class members who were involuntarily separated from the Navy for refusing the COVID-19 shots after filing a religious accommodation.
- 2) All service members who were involuntarily separated, left the Navy voluntarily, or retired before statutory retirement age, after filing a religious accommodation, must be automatically (i.e. without their having to request it), offered full reinstatement to their previous ranks and positions with both the pay and seniority they would otherwise have been entitled to had they remained in the Navy.
- 3) \$1.5 million is not sufficient compensation for class members' attorneys.
- 4) The Settlement Agreement provides zero compensation for class members to deal with the significant financial, physical, emotional, and mental toll for the ordeal they



underwent at the hands of the defendants. A fund must be established to support the medical, mental health, and unemployment claims of class members. This fund must be funded by the United States Navy with a minimum of \$200,000,000. The fund must provide a method for class members to make claims for a minimum of five years.

- 5) Admiral Gilday, Admiral Nowell, and Admiral Waters must be held accountable for their part in violating the Religious Freedom Restoration Act and the First Amendment of the Constitution. All three must be issued an official reprimand and be barred from federal service or contracting with the federal government for a minimum of seven years.
- 6) Wide latitude must be provided to the Board For the Correction of Naval Records (BCNR) for class members to seek relief over defendant's actions related to the COVID-19 mandates. BCNR cases which do not result in satisfactory relief for class members shall remain actionable as claims under this Settlement and relief may be sought by class members in subsequent federal court cases.

The personal impact that the COVID-19 shot mandate had on the lives of my family members, and on my own life, goes beyond what I will say here. For me, the impact began while deployed from fall 2020 to summer of 2021, my ship was one of the first to be offered the COVID-19 shot. It was not mandatory at that time, though my Commanding Officer, Executive Officer, and Command Master Chief, along with many others in leadership positions onboard, essentially made it a soft mandate. They actively pressured the Marines and Sailors onboard, and pursued explanations from those of us who declined the shot. We were not provided with the opportunity to ask questions, and any answers we did get from the medical staff were not sufficient. Having spent the last 6 months in a pseudo-quarantine environment on a very busy operational deployment, we had limited access to information about the shots. We were unable to have informed consent. I remember calling my husband in tears while we were moored in Bahrain (only for the purpose of receiving the shots and quarantining), telling him we were being told to get the shot and we didn't feel like we could say no. I thank God that my husband stood by me and gave me courage to stand up for myself and my faith and say no in that moment.

We had spent nearly 6 months without a port call at this point and were told only those who received the shot would be allowed off the ship upon reaching the next port, Guam. We were also told that upon return to home port, those of us who did not receive the shot would not be allowed to leave the immediate area to see our families during post-deployment standdown, while those who had would be unrestricted in travel. This was used constantly as a tool to pressure us. What's worse, leaders and peers spoke openly about our "vaccine status" and called us selfish, stating that we did not care about how our choice was "putting others in danger." In the months following the initial shot roll-out, many members of the crew were pressured to get the shot, which they said they would not have otherwise received. I was counseled multiple times by medical and was made to explain why I did not want the shot. My name was on a hitlist that was routinely

updated and sent out to the crew so that everyone could see who had not yet received the shot, all before the mandate was even formalized. For a time, only those of us who were “unvaccinated,” (per the public hitlist) were made to wear masks while at work—our scarlet letters. During times of “increased risk” of outbreaks, the entire crew would be required to wear a mask if even one person onboard was “unvaccinated.” This created animosity toward those of us who had chosen not to receive it.

In August of 2021, three months after returning home from deployment, the COVID-19 mandate was placed in effect. Several days prior to the mandate announcement, I had been contacted by our Medical Officer, asking if I was going to get the shot if it became mandatory or if I planned to submit an exemption. I told her I planned to submit a religious accommodation. We returned home from an exercise on August 26, 2021. All Sailors onboard who had received the shot prior to then were given the next day, Friday, August 27th, off. All who had not were to report to a specific medical facility to receive it, as per our Medical Officer’s instructions. I informed her that I would not be receiving it and that I would be submitting a religious accommodation package.

I spent the next 7 months in limbo as the only Sailor (of a crew of 400+) who had not received the COVID-19 shot. I drafted my request, which was chopped several times by my Executive Officer and Commanding Officer before I was allowed to submit it. I was, at that time, the Administrative Officer and Legal Officer onboard. I did not discuss my “status” with members of the crew, but many of them were aware that I was fighting the mandate. My Sailors in the administrative department were responsible for correspondence related to both my religious accommodation request (which I felt was a private matter, not appropriate for my Sailors to be reading/discussing) as well as my administrative separation paperwork, which was being prepared as a result of both my initial accommodation request and my appeal being denied. To say it was embarrassing to have my business being handled by those that I was meant to lead is an understatement. I had to put on a bold face for them every day as if it wasn’t an uncomfortable situation for all of us.

I was told in the beginning of 2022 that I would be processed for administrative separation. My particular Triad (Commanding Officer, Executive Officer, and Command Master Chief) were sensitive to my case, as they felt they were losing a good Officer onboard. They were looking for ways to help me, but they had also warned me several months earlier, in November, to be prepared for administrative separation. So, from November 2021 until the mandate was enjoined in March 2022, my husband, our families, and I were living with incredible uncertainty. I experienced extreme stress, depression, anxiety, fear, anger, and issues of self-worth. It was miserable not knowing when I would potentially be not just unemployed but discharged from the military with a less than honorable discharge. My husband and I knew we wouldn’t be able to afford to stay in California, where we were stationed. So not only would we be without income, but we would have to move on very short notice, and we didn’t really know where we would go. We were on edge for 5 months, waiting for the notice that I would be out of the Navy. I did not have an appetite, I was made to feel like a pariah, and I was being gaslit by some of those around me as if I was making a stupid decision to not “just get it.”


I did not allow these things to affect my work, however. I remained a dedicated Naval Officer and was later recommended and selected to become a department head, pending a decision on whether I would be allowed to serve in an operational capacity. I wanted to set an example for the Sailors who felt they didn't have a voice, especially those who received the shot as a result of senior and peer pressures.

Somehow, my case was delayed enough that I was not separated before the mandate was injunctioned. I was allowed to stay in the Navy, for now, but I was not allowed to continue along my career path. I had previously been given verbal orders to my top choice duty station, which would have been closer to family. The hard copy orders were never released because the Bureau of Naval Personnel (BUPERS) was notified of my case and held them and me on station until a determination had been made for Sailors in my position. I was removed from sea duty onboard my ship and sent to a high-vis command to "wait" until I was either processed out of the Navy or some other decision had been made. This disrupted my career progression as a Surface Warfare Officer (SWO). My peers who had received the shot were allowed to move on to their next tours. I spent 22 months at the shore command. A Lieutenant Junior Grade SWO (at the time) is not supposed to be on shore duty. Being at this command, I served with many senior officers, many of whom would know it was odd for me to be there unless I had gotten in trouble or was being kicked out of my community or facing a medical review, etc. This created questions, and assumptions as to why I was there. This caused me to feel shame. During this shore tour, the mandate was lifted. Although it was no longer in effect, I still felt the consequences of the mandate. Sailors, including Officers, nonetheless, would still make comments suggesting that those of us who chose not to receive the shots did so to be kicked out because we "didn't want to be here" as if it was the "easy way out" which is laughable. I made a choice to stand up for my religious convictions and my health. I did not choose to be ridiculed and disrespected by leaders, peers, and subordinates for the "hope" of giving up an honorable discharge and being kicked out. It was absurd and ignorant to suggest such a thing.

In the summer of 2023, I had lost too much trust in the Navy to wait and see what they would do with me. I would have been given orders back to sea duty based upon the "needs of the Navy" which comes with a connotation of being very undesirable. With the risk being high, and my loss of trust in the organization, I chose to submit my resignation and leave the Navy, separating in May of 2024. The impact of the mandate is still with me today. My time in the Navy was short, only five years. Nearly three of those years were marred by the effects of the COVID-19 mandate, as I waited to see how much longer I would be allowed to serve in our Navy. I still struggle with the mental health effects of that time in my life. I do not believe this settlement, even with the items I have requested above, will fix the damage of the stress I felt. This settlement is most important for those who have lost everything as a result of the mandate. I consider myself lucky to have been able to resign on my own terms, even after all I went through. I wish I had not lost trust in the leadership within the US Navy and DoD, or I may have continued to serve. For those who lost the opportunity to retire, or who lost essential income for themselves and their families, or just those who had such a strong desire to serve but were booted anyway, this settlement means everything. Not all of them will want to be

reinstated, as I imagine many of them feel the way I do. However, I respectfully request they be given the opportunity to serve their country honorably again.

Signed on this date: July 15, 2024

A handwritten signature in black ink, appearing to read "Brianne G. Angelopoulos", written over a horizontal line.

Brianne G. Angelopoulos, former LT, USN

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